

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

ECS FILE: JPA-79-09

THE STATE OF ARIZONA

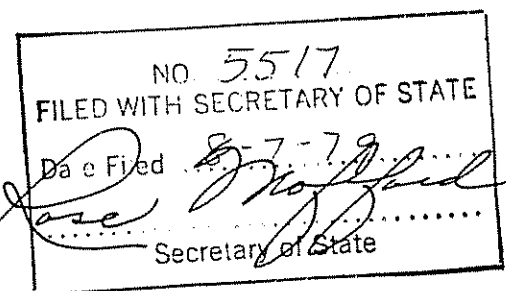
AND

THE TOWN OF KEARNY

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF KEARNY, a municipal corporation hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.



Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement covering the maintenance of these certain State Highways known as S. R. 177 - Milepost 145.30 to 147.00 which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF KEARNY over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the TOWN as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:

- a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
- e. Routine maintenance of roadway and curbs.
- f. Permits for highway right of way encroachments and use.
- g. Removal of snow, sand, rock and other debris caused by slides or other causes.
- h. Traffic control devices, including signs, striping and marking (except street name and parking).

4. That the TOWN shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

- a. Sidewalks
 - b. Sprinkling
 - c. Street lighting (other than safety lighting).
 - d. Street name signs.
 - e. Parking signs. Approved crosswalks, parking lane striping and curb markings after initial installation.
5. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.
6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
7. That the TOWN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the TOWN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.
9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the TOWN.
11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1979, but in no event prior to its being filed with the Secretary of State.
12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.
13. This Agreement shall remain in force and effect until midnight December 31, 1979, and shall there-

after be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this
Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: JBM
Chief Deputy State Engineer

TOWN OR CITY OF KEARNY

ATTEST:

[Signature]
Clerk or Manager

By: [Signature]
TITLE: MAYOR



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-516 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19 day of July, 1979.

ROBERT K. CORBIN
Attorney General

Jean Z. Weaver
Assistant Attorney General

RESOLUTION

Be it resolved on this date, August 3, 1979, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the TOWN OF Kearny, acting by and through its TOWN COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the TOWN OF KEARNY, and request the TOWN to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.

A handwritten signature in dark ink, appearing to read 'W.A. Ordway', is written over a horizontal line.

WILLIAM A. ORDWAY, Director
Department of Transportation

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF KEARNY, ARIZONA, TO ENTER INTO AN INTERGOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT;

WHEREAS, the Mayor and Common Council of the Town of Kearny find that the within Resolution is in the interests of the Town of Kearny.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF KEARNY, that the Town enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of January, 1979, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the Town of Kearny is authoized to execute said agreement on behalf of the Town.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF KEARNY this 17th day of April, 1979. ;

| | |
|-------------|----------|
| Ayes | <u>6</u> |
| Nayes | <u>1</u> |
| Abstentions | <u>-</u> |
| Absent | <u>-</u> |


Ernest McCallister, Mayor

ATTEST:


Carol Meadows, Town Clerk

EXHIBIT "A"

RECEIVED
APR 23 1979

DISTRICT VII OFFICE

DATE:

TO: KEARNY TOWN COUNCIL

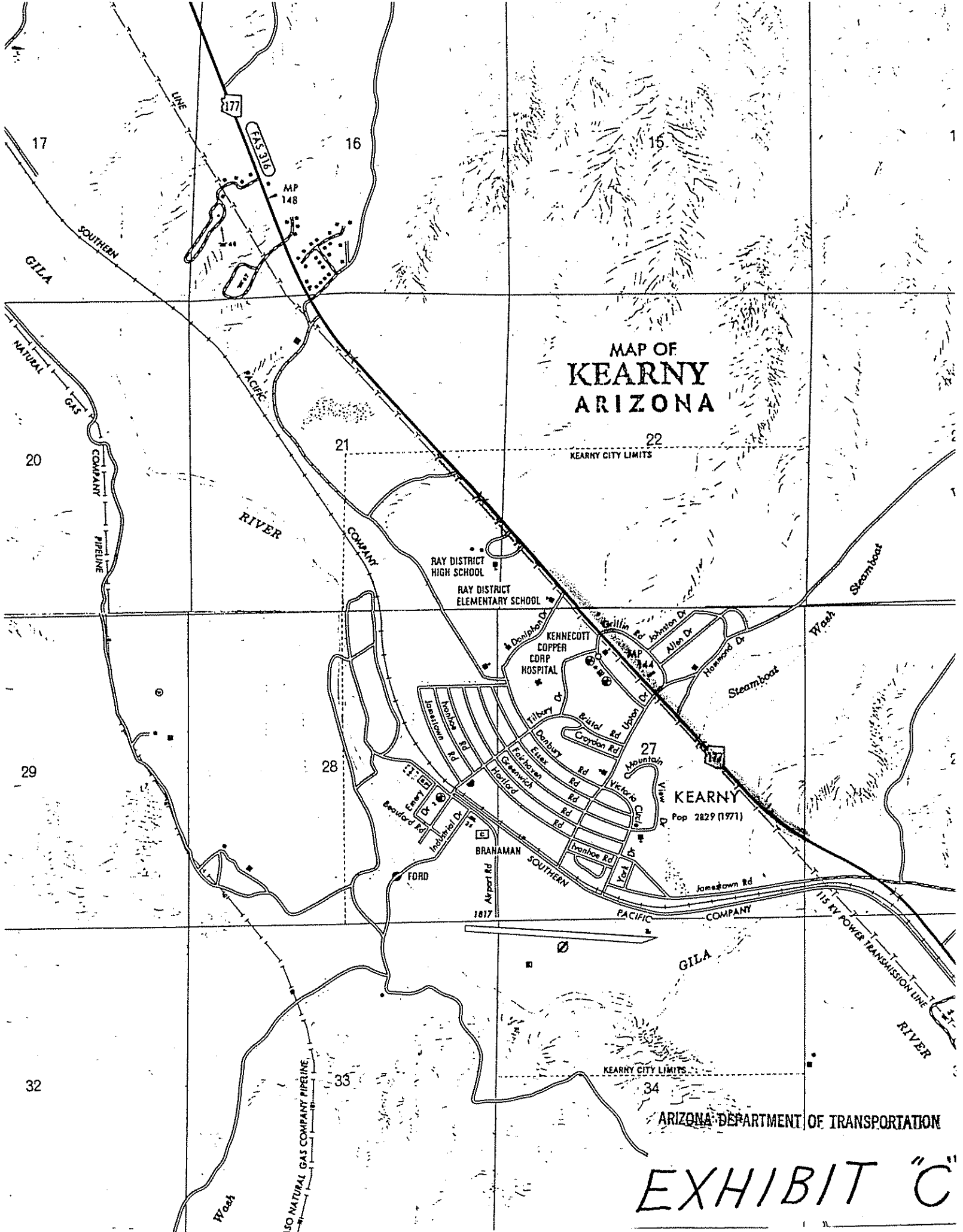
FROM: TOWN/CITY ATTORNEY

RE: INTERGOVERNMENTAL MAINTENANCE AGREEMENT
BETWEEN THE STATE OF ARIZONA AND THE
TOWN OF KEARNY

I have determined that the above agreement
is in proper form and that the TOWN is authorized
under the laws of the State of Arizona to enter into
it.

Edward D. Dawson

Exhibit "B"

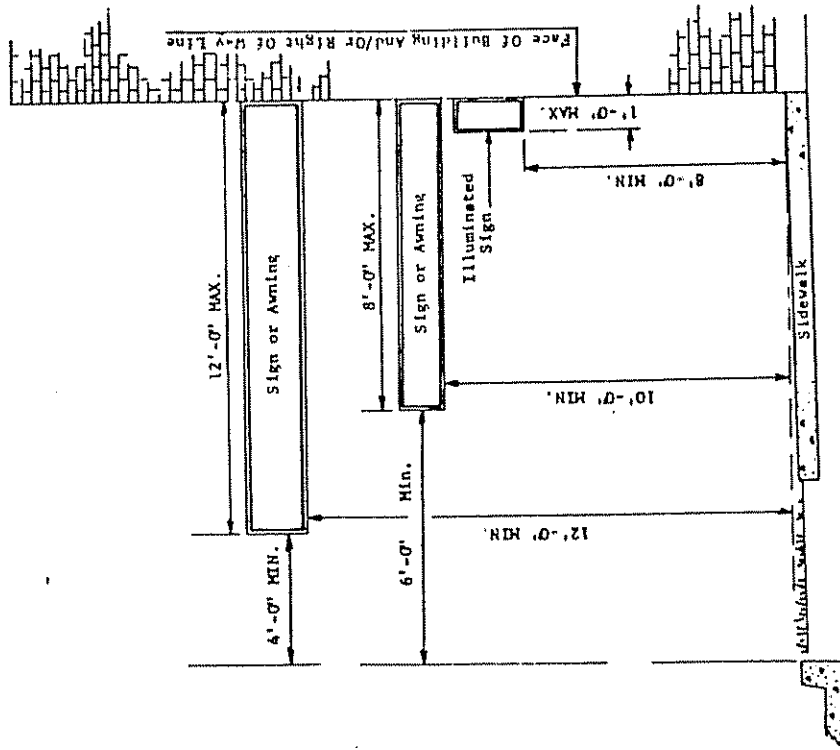


ARIZONA DEPARTMENT OF TRANSPORTATION

EXHIBIT "C"

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

| | | |
|------------------------------|--|----------------------|
| DESIGN APPROVED | ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS | REVISION |
| APPROVED FOR DISTRIBUTION | PERMIT REGULATIONS FOR SIGNS AND AWNINGS | PLAN NO. 100-100-100 |

Exhibit "D"



WILLIAM K. FOSTER, MANAGER

Home Office: 1616 West Adams Street, Phoenix, Arizona 85007, 271-5522

STATE of ARIZONA

KEARNY, TOWN OF
P O BOX 338
KEARNY
AZ 85237

Policy No. 0C0294-3

Your Workmen's Compensation and Employer's Liability Policy renewal agreement is enclosed.

To protect yourself against potential liability damages, you are required by law to:

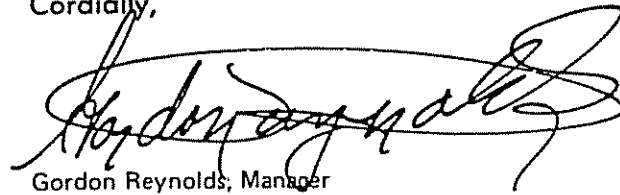
1. Post - and keep posted - the "Notice to Employees" posters in conspicuous places upon the premises for inspection by all employees.
2. Keep the Workmen's Compensation rejection forms available at all places where employees are hired.

Further, you are responsible for compensation of subcontractors. If subcontractors are employed, you must secure evidence of their Workmen's Compensation coverage and have it available for the SCF auditor at time of audit. Premium will be charged for subcontractors' employees when no evidence of coverage is maintained.

To assure complete policy coverage, it is important to immediately notify this office of any changes in operations or ownership.

We appreciate the opportunity to again serve you and your employees. Our staff is always ready to assist you in any matter affecting your business interests regarding Workmen's Compensation Insurance. The telephone numbers of our district and branch offices are listed below. Please call if you have questions or wish further information.

Cordially,


Gordon Reynolds, Manager
Underwriting Department

Enclosure

Exhibit "E"

Complete Workmen's Compensation Insurance Services

Casa Grande 836-3476
Flagstaff 526-0056
Glendale 939-3366

Lake Havasu City 855-8051
Mesa 834-4963
Phoenix 271-5444

Prescott 445-8900
Safford 428-4316
Show Low 537-2986

Tucson 882-5165
Yuma 782-9821
Home Office Claims 271-5522